

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. 30		3. Effective Date 2002MAR22		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM SFAE-GCS-W-BCTP VIVIAN L. NORDAUNE (586)753-2068 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: NORDAUNV@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) BLDG 231 ATTN: DCMDE-GJD WARREN, MI 48397-5000 SCD A PAS NONE ADP PT SC1012		Code S2305A	
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GM GDLS DEFENSE GROUP L.L.C. 14920 TWENTY-THREE MILE ROAD SHELBY TOWNSHIP, MI 48315 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-D-M051/0002	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000NOV16	
Code INLE2		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AA NET DECREASE: -\$216,396.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Mutual Agreement of the Parties					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VIVIAN L. NORDAUNE NORDAUNV@TACOM.ARMY.MIL (586)753-2068			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2002MAR22	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 30	Page 2 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

SECTION A - SUPPLEMENTAL INFORMATION

PROGRAM: Family of Interim Armored Vehicles

1. This Modification 30 to Delivery Order 0002 under Requirements Contract DAAE07-00-D-M051 is a supplemental agreement.
2. Conditional Acceptance. The purpose of this modification is to establish the parameters for conditional acceptance of two (2) Infantry Carrier Vehicles (ICV) Contractor Serial Numbers ICV-0016 and ICV-0018.
3. Baseline Configuration. The baseline configuration for the ICVs presented for acceptance not later than 31 March 2002 were manufactured to the contractor's General Assembly ICV Part Number 10651420-011 (12479551), Dated 20 February 2002.
4. Configuration Management. The contract provisions of C.2.8, C.3.5 and, for any unique/new items developed under Delivery Order 0001 applicable to the ICV, C.5.5 are waived for the vehicles covered by this modification. This waiver of the Configuration Management requirements is conditioned on the following:
 - a. Software Licenses. The Contractor shall be responsible for acquiring the required production related software licenses for the family of IAV vehicles and all ancillary equipment for all vehicles delivered. The term "ancillary support equipment" includes, but is not limited to, training equipment, test equipment, and loader/verifiers and/or security devices, if applicable. Any software changes introduced unilaterally by the contractor shall be compatible with all previously produced vehicle or ancillary support equipment configurations.
 - b. CR/ECOs. Changes (Change Requests (CR), Engineering Change Orders (ECO), Waivers and Deviations) to the contractor's baseline configuration referenced in paragraph 3 above may be made by the contractor, provided the changes meet the requirements of the contract, the ICV Performance Specification, and any Interface Control Documents related to Government Furnished Material.
 - 1) The contractor shall provide all contractor generated changes (CRs/ECOs) processed since the baseline configuration was established. The changes shall be provided for Government review in accordance with the contract requirements identified in C.2.6 Contractor Integrated Data Service (CIDS) and Integrated Data Environment (IDE). The Government shall be allowed to electronically access the Contractor's Change Management data process. Until an automatic notification process and Government access are automated and functional, the changes shall be provided and reviewed in meeting/conference forum to be agreed to by the parties.
 - 2) The previously established Joint Contractor-Government Configuration Management (CM) Team shall review and establish a contractually compliant CM process. The team will analyze any disconnects between the contractual requirements and the contractor's standard practices and provide a corrective action plan identifying the steps they will implement to bring their process into full contractual compliance. They will brief the PCO on the results/findings NLT 29 March 2002.
 - 3) Delivery Team Meetings. The parties shall participate in joint contractor-Government Delivery Team Meetings formatted to coordinate the resolution of production, performance, and vehicle configuration issues. The PCO will designate a Government representative to coordinate with the contractor for a weekly meeting. The contractor shall identify a mutually agreeable time, date and meeting format.
5. The contract provisions of C.3.10 are waived for the vehicles covered by this modification subject to the following conditions:
 - a. The contractor complies with requirements covered by previous modifications to correct and retrofit any cadmium or Hexavalent Chromium coated or treated parts in the vehicles covered by this modification. (Reference contractor waivers W-BCT-0002, W-BCT-0004, and W-BCT-0005 R1).
 - b. The contractor provides a list of cadmium and hexavalent chromium treated parts specific to each of the vehicles accepted herein. The lists will be included in the contract file and will be used for corrective action tracking until all parts have been cleaned up and retrofitted or identified/supported as parts without any technically acceptable alternatives.
6. The contractor has an affirmative obligation to provide notice to the Government of any failures, defects (excluding minor defects) or deficiencies in parts, components or assemblies provisionally released. The contractor shall promptly notify the Government of any failure, defect, or deficiency noted during contractor testing. The contractor assumes total responsibility to timely correct any failures to meet the contract requirements. For vehicles accepted but not yet shipped, the contractor shall correct the hardware/software by removal of deficient components and reinstallation of approved hardware/software. If the vehicle has been shipped, correction/reinstallation of the hardware/software shall be at Government direction. In the event, the Government elects to make its own correction/installation of any deficiencies after delivery/shipment, it shall be entitled to an equitable adjustment of the contract prices.
7. The Government will use the conditionally accepted ICV Final Inspection Record (FIR), Revision B, dated 27 February 2002, to inspect

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 30	Page 3 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

the ICVs delivered in March 2002.

8. Pursuant to the FIR identified in paragraph 7 above, the subject ICVs will be conditionally accepted. These vehicles will be conditionally accepted until all terms of acceptance, including but not limited to those listed in this modification, are fulfilled. This conditional acceptance shall not relieve the Contractor from complying with all requirements of the terms and conditions of the contract.

a. Hardware/Parts Shortages. The parts and hardware shortages for each vehicle are identified in Attachment A which is incorporated into this modification by reference. The parts and hardware shortages shall be installed on the vehicles, at a location specified by the Government. The installation is subject to Government inspection and acceptance. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Contractor Waivers to the Contractor's Baseline Configuration. The Government conditionally accepts vehicles pending resolution/correction of the following Contractor waivers to the ICV Configuration Baseline and/or Performance Specification requirements identified herein:

- 1) The Alternator failure indicator. (Reference Contractor Waiver W-BCT-0007 R2)
- 2) The Power Pack Interface (PPI) software/hardware issues. (Reference Contractor Waiver W-BCT-0008 R2)
- 3) The Climate Control Unit (CCU) power moding issues. (Reference Contractor Waiver W-BCT-0009 R2)
- 4) The Gauge Cluster Unit (GCU) intermittent lock-up software moding issue. (Reference Contractor Waiver W-BCT-0010 R2)
- 5) The ICV General Assembly - Waiver Attachment A addresses the open issues and Waiver Attachment B addresses the retrofit plan. (Reference Contractor Waivers W-BCT/ICV-0016 and W-BCT/ICV-0018)
- 6) Waiver to Performance Specification Paragraph 3.1.1.10.3.1 entitled "Exterior Lighting". (Reference Contractor Waiver W-BCT-0021)
- 7) The Height Management System. The Government waives the portion of the FIR which concerns the vehicle Height Management System (HMS) initiation cycles required to attain the proper leveling position of the vehicle. The contractor and Government shall review the HMS leveling process to resolve the ambiguity of the number of cycles required. Upon conclusion, the Government will consider a clarification and update to the FIR concerning the number of cycles permitted and the contractor shall update all technical manuals, to include the operator's manual, to reflect any revised operational procedures as deemed appropriate.

c. Execution of the retrofit plan per the steps, procedures and schedule identified in Attachment B which is incorporated into this modification by reference.

9. The parties agree to reduce the unit price of each of the two (2) vehicles presented for acceptance by \$108,198 prior to liquidation of progress payments) pending mutual resolution of warranty and related provisions, and production verification test provisions. The parties agree to resolve any open Performance Specification issues, revise/clarify the specification, and address open compliance elements under discussion.

10. The Government will withhold \$279,130 per vehicle (after the liquidation of progress payments) for all of the items addressed above in Paragraph 8 of this modification.

a. Upon installation of the Armor (Issue Number 5 on Attachment A to Waiver W-BCT/ICV-0016 and W-BCT/ICV-0018), the contractor may invoice for the total amount of the withhold due to the Armor shortage (\$72,244 per vehicle). The release of the withhold is subject to Government inspection and acceptance of the armor. This condition will be met upon Government verification that the installation has been satisfactorily accomplished.

b. Upon installation of the Remote Weapon Station (RWS) (Issue Numbers 163 and 226 on Attachment A to Waiver W-BCT/ICV-0016 and W-BCT/ICV-0018), the contractor may invoice for \$119,494 per vehicle of the total amount withheld due to the RWS shortage. This partial release of the withhold is subject to Government inspection and acceptance of the RWS installation. This condition will be met upon Government verification that the installation has been satisfactorily accomplished. The remainder continues to be withheld until the contractor's RWS product qualification testing is successfully completed.

11. Shipping instructions applicable to this conditional acceptance are provided in Section B of this modification.

12. As a result of this modification, the total price of Delivery Order 0002 is reduced by \$216,396. Except as specifically stated above, all other terms and conditions of Delivery Order 0002 remain unchanged and in full force and effect.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 30	Page 4 of 7
Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.		

*** END OF NARRATIVE A 022 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 30	Page 5 of 7
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	136	EA	\$ 1,417,771.000	\$ 192,816,856.00
	<u>PRODUCTION QUANTITY</u>				
	NSN: 2320-01-481-8575 NOUN: INFANTRY CARRIER VEHICLE FSCM: 19207 PART NR: 12479551 SECURITY CLASS: Unclassified PRON: X11GX001X1 PRON AMD: 15 ACRN: AA AMS CD: 311071				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-00-D-M051/0002 MOD/AMD 30	Page 6 of 7
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Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>PRON: X11GX001X1 PRON AMD: 15 ACRN: AA AMS CD: 311071</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 007 W56HZV2077Z001 W91A2N M 1 <u>PROJ CD BRK BLK PT</u> 009 <u>DEL REL CD QUANTITY DEL DATE</u> 001 2 31-MAR-2002</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W91A2N) XR W4GG FT LEWIS FLD OFC BLDG 9630 L ST FORT LEWIS WA 98433-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE07-00-D-M051/0002</p> <p>EXCEPTION DATA: SHIP THRU: DODAAC: Y00000 GENERAL DYNAMICS LAND SYSTEMS STERLING HEIGHTS PLANT 6000 E. 17 MILE ROAD STERLING HEIGHTS, MI 48310-3200</p> <p>MARK FOR: DANNY CASTO, PHONE: 586-825-8681</p> <p>UPON COMPLETION OF LOG DEMO, SHIP TO: DODAAC:W91A2N FORT LEWIS FIELD OFFICE BLDG 9630 L. STREET FORT LEWIS, WA 98433-5000</p> <p>MARK FOR: COVINGTON/BRAY, PHONE: 253-966-4851/ 253-966-3978 CELL PHONE: 253-405-2697</p> <p>CONTRACTOR SERIAL NUMBERS TO BE SHIPPED: ICV-0016 AND ICV-0018</p> <p>(End of narrative F001)</p>				

Name of Offeror or Contractor: GM GDLS DEFENSE GROUP L.L.C.

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/		OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
ITEM	AMS CD	ACRN	JOB ORD NO		PRIOR AMOUNT	AMOUNT		AMOUNT
0001AA	X11GX001X1	AA	1	\$	195,652,398.00	\$	-2,835,542.00	\$ 192,816,856.00
	311071		1GXP01					
0001AF	X11GX001X1	AA	1	\$	0.00	\$	2,619,146.00	\$ 2,619,146.00
	311071		1GXP01					
					NET CHANGE	\$	-216,396.00	

SERVICE	NET CHANGE				ACCOUNTING		INCREASE/DECREASE
NAME	BY ACRN	ACCOUNTING CLASSIFICATION			STATION		AMOUNT
Army	AA	21 12033000015R5R07P31107131E9 S20113			W56HZV	\$	-216,396.00
						NET CHANGE	\$ -216,396.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		OF AWARD		AMOUNT		OBLIG AMT
NET CHANGE FOR AWARD:	\$	701,932,912.00	\$	-216,396.00	\$	701,716,516.00